

BRINK'S CANADA LIMITED



AND



TEAMSTERS LOCAL UNION 927

NOVA SCOTIA

COLLECTIVE LABOUR AGREEMENT

January 31, 2023 to May 31, 2028

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ARTICLE I

BARGAINING UNIT

- 1.01 (a) The Union and the Employer agree that the general purpose of this Agreement is to: promote cooperation and harmony; recognize mutual interests; promote a channel through which information and problems may be transmitted from one to the other; formulate rules to govern the relationship between the Employer and the Union; promote efficiency and service; prevent strikes, lockouts and other work stoppages; to set forth herein the basic Agreement and undertaking covering rates of pay, hours of work, grievance procedures, other working conditions and conditions of employment of the employees in the classifications listed in the addenda and wage scales attached hereto.
- (b) The Union is hereby designated as the sole and exclusive collective bargaining agent for any and all employees who, during the term of this agreement, work for the Employer in the classifications of crew chiefs, messengers, drivers, guards and ATM technicians in the Province of Nova Scotia.
- 1.02 (a) All regular full-time employees who work in any of the classifications listed below shall become members of the Union within thirty (30) days after being employed. All such employees shall maintain their membership in good standing for the term of this Agreement. Notwithstanding the foregoing, when it is necessary to use additional employees for peak work, unanticipated emergencies or contingencies, the Employer may utilize non union personnel to help who shall not be required to join the Union, provided there are no bargaining unit employees immediately available. Nothing herein shall be construed to prohibit branch management from performing bargaining unit work however this will not be at the expense of declaring a full time vacancy under 6.02(b).
- (b) All regular full-time employees who are absent from work due to sickness or injury for a period of three (3) months, shall contact the Union and request a withdrawal card. Failure to do so will put the employee in suspension.
- 1.03 (a) All regular Part-time employees who work in any of the classifications listed below shall become members of the Union within thirty (30) days after being employed. All such employees shall maintain their membership in good standing for the term of this Agreement. Part-time employees who shall work twenty-four (24) or more hours in any month shall contribute to the Union during the following month an amount equal to the monthly dues paid by full-time members of the Union.
- (b) All part-time employees who are absent from work due to sickness or injury for a period of three (3) months, shall contact the Union and request a withdrawal card. Failure to do so will put the employee in suspension.
- 1.04 (a) All new employees shall be hired on a one hundred and eighty (180) day probationary basis during which time their employment may be terminated by the Employer without further recourse by the Union.
- (b) For the purposes of this agreement new employees shall include but not be limited to: new hires; any regular full-time employee returning to work after an approved leave of absence of Six (6) months or more.

ARTICLE II

WAGE RATES AND CLASSIFICATIONS

- 2.01 Effective on the dates hereinafter set forth, the regularly hourly wage rates for employees in the various classifications at each branch location shall be as follows:

Appendix A – Wage Rates & Classifications

Classification	Current	Year 1	Year 2	Year 3	Year 4	Year 5
		31-Jan-23	31-Jan-24	31-Jan-25	31-Jan-26	31-Jan-27
Full Time						
Messenger/Crew Chief	\$ 23.15	\$ 23.80	\$ 24.45	\$ 25.15	\$ 25.90	\$ 26.75
Driver	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.95	\$ 25.80	\$ 26.75
Guard	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.95	\$ 25.80	\$ 26.75
Technician	\$ 21.46	\$ 22.21	\$ 22.96	\$ 23.76	\$ 24.61	\$ 25.56
Part Time						
Messenger/Crew Chief	\$ 18.65	\$ 19.75	\$ 20.85	\$ 22.00	\$ 23.20	\$ 24.50
Driver	\$ 18.65	\$ 19.75	\$ 20.85	\$ 22.00	\$ 23.20	\$ 24.50
Guard	\$ 18.65	\$ 19.75	\$ 20.85	\$ 22.00	\$ 23.20	\$ 24.50
Technican	\$ 18.65	\$ 19.75	\$ 20.85	\$ 22.00	\$ 23.20	\$ 24.50
Night Shift Premium		\$0.75			\$0.85	
(after 19:00)						
All-Off Premium		\$1.50				

2.02 (a) Any employee assigned to work in a higher classification shall receive the straight time hourly rates applying to the higher classification for all hours actually worked in such higher classification and provided further, that an employee shall suffer no reduction in his straight time hourly rate by reason of his being assigned to work in a lower classification.

(b) The above will not apply in a situation where such employee has voluntarily requested or accepted an assignment (including overtime) to a lower classification and that such request has been submitted in writing, approved and granted in writing by the Employer.

2.03 (a) The scheduling of part-time hours and the promotion to full-time from part-time will be dependent on seniority, qualifications and ability of the part-time employee to perform the work. Part-time employees will be scheduled from a part-time availability sign up list. With respect to scheduling part-time employees, the employer will equalize the hours scheduled for part-time employees recognizing seniority, qualifications, customer requirements and operational needs.

(b) Part-time employees will be required to make themselves available for a minimum of 10 days per month, should those shifts/work be available (days being a 24-hour period, Sunday through Saturday). Part-time employees will be required to make themselves available a minimum of two (2) weekends per month (weekend being Saturday and Sunday) to be determined by management these shifts shall count towards the above noted minimum. Part-time employees, in order of seniority, will select which two (2) weekends they wish to make themselves available. Once the senior employees have been accommodated the junior employees will be assigned to the weekends remaining. Each part time employee must provide availability for the twenty-hour (24) hour period immediately after statutory holidays on an alternating basis (e.g. Available after Labour Day. No need to provide availability after Thanksgiving).

Those current part-time employees, who are not regularly scheduled or regularly available to work for the employer at all times and who make their principal place of employment elsewhere, shall guarantee four (4) twenty four (24) hour periods of availability per month. Employees meeting this criteria shall, upon request, provide the Employer with supporting documentation indicating their other employment. Employees will be required to perform all duties in the classifications.

The Employer will post the part-time availability list. Part time employees will update their availability on a bi-weekly basis.

2.04 If an employee (part-time) is unavailable for work for a thirty (30) day period, they will be contacted by Management (by registered mail to their last known address) and informed that he has seven (7) days to make himself available for work and if he does not, his employment is considered terminated. The company will provide the Union with a copy of said registered letter. This will be the case whether the

employee is in contact with the company to indicate his unavailability or is not in contact with the Employer. Exceptions to the above will be for approved absences such as sickness, injury, leave of absence, paternity or compassionate leave.

- 2.05 "All off" premium will apply to all routes that operate in All-Off mode at any site. Employees will be paid the "All Off" premium for all time worked (i.e. flat rate per hour worked. No underwork) on the shift regardless of the number of sites requiring the Driver to Guard the Messenger.
- 2.06 In cases of vacation leave or other absences, emergencies, specials, holidays, route cancelations or in a situation which would cause overtime to a full-time employee, etc., the Employer may assign additional part-timers to the classifications as appropriate and add routes to reduce overtime, and/or add or remove stops on existing runs.

Following statutory holidays and subject to customer requirements, if adding additional stops, the Employer will attempt to reduce/limit the overtime hours by: spreading out the stops throughout the workweek and/or creating re-plot run(s) and/or staggering lieu service. Subject to hours of service requirements, no more than 1.5 hours of projected work will be added to a Run.

ARTICLE III

HOURS OF WORK - BID RUNS

- 3.01 The above scale of wages shall apply to the first forty (40) hours of work in any week. Full time employees whose hours of work over the daily scheduled hours shall be considered overtime and paid at the rate of one and one-half (1-1/2) times the regular hourly wage set forth in Article 2.01.

Part time employees will receive overtime rates at one and one half (1-1/2) times the regular hourly wage after eight (8) hours of work have been completed within their scheduled shift **in the case of shifts eight (8) hours or less and after their scheduled shift for all other shifts. The scheduled part-time shifts must be generally reflective of the amount of time required to perform the work. For example the Employer will not schedule a part-time shift for 12 hours when there is only 9 hours of work on the run.**

All employees called to work shall receive a minimum of three (3) hours of work or the equivalent thereof in pay.

This is in accordance with Division 1 Hours of Work of Part III of the Canada Labour Code.

- 3.02 (a) All full-time employees shall be guaranteed forty (40) hours of work per week or the equivalent thereof in pay, provided the employee is available for all scheduled work. The Employer shall be privileged, but not obligated, to work employees in excess of the number of hours guaranteed per week. The Employer shall endeavor to schedule regular full-time employees so that their weekly guarantee of hours is satisfied within five (5) or less days provided such assignment does not affect the Employer's service to its customers or increase the cost of the operations.
- (b) Notwithstanding any other articles in the collective agreement, any full-time employee assigned to work on their scheduled day off, or called to work on their scheduled time off after completion of their regular scheduled day of work on a voluntary basis in accordance with seniority shall be paid therefore at time and one-half (1-1/2) the regular hourly wage rate applicable to the classification in which the employee shall be assigned to work and shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work, provided they have not been absent for any reason during the work week. Such hours shall not be included in the accumulated weekly hours of work for that week. If the employee has not completed their weekly schedule because of an absence, or conditions as stated in Article 3:03, hours worked shall be paid at regular straight time rates. The Employer shall be privileged but not obligated to work full-time employees on their scheduled day off.

- (c) Full-time employees must sign an overtime availability list to be eligible for overtime hours of work. Hours of work in excess of those guaranteed each week to a full-time employee or coverage required due to illness, emergencies, absenteeism, vacations etc, that is not previously scheduled will be assigned in the following order provided the employee has the qualifications and ability (which shall include appropriate combination status) to perform the work:
1. To part-time employees at straight time up to a maximum of 40 hours per week or until interest is exhausted
 2. To full-time employees who have signed the overtime availability list in order of seniority or until interest is exhausted
 3. To part-time employees on overtime in order of seniority until interest is exhausted
 4. Assigned by the employer in reverse order of seniority as required to meet the operating needs of the Company.

The Employer will post a weekly overtime list so that anybody wishing to do overtime can sign-up for the following week. Only the employees who sign their names are required to perform overtime work. A driver must have eight (8) consecutive hours of rest per twenty-four (24) consecutive hours for the Employer.

The Employer will post a weekly overtime list so that anybody wishing to do overtime can sign-up for the following week. An employee is subject to discipline, (up to a 30 day bypass for overtime including Special Work rotation), if they sign up for overtime and are unreachable or refuse the overtime on more than three (3) occasions in a thirty (30) day period.

An unexpected absence is when an employee advises the Employer less than two (2) hours before the beginning of their shift that they will not attend work that day. The Employer may offer the said work by order of seniority to the other employees who are known to be on-duty or who have not left the premises.

If regular full time employee who is scheduled for an overtime assignment shall request off that assignment or if the employee shall be unavailable to work such assignment, then this will be treated and counted as though the employee had actually worked the assignment and the employee will next be assigned when their turn comes around on the next occasion. In the event an insufficient number of employees accepts such overtime assignments, the Employer reserves the right to assign part-time employees or the least senior regular full-time employees qualified to perform the work.

- 3.03 (a) If the Employer is unable to operate as a result of a state of Emergency as declared by federal, provincial or local governmental authority, the daily and weekly guarantees outlined above in this article shall be correspondingly reduced by the number of business hours that the Employer is prohibited from operating.
- (b) When Brinks Management cancels a run or multiple runs due to severe weather conditions the following shall apply:

When severe weather forces a branch closure or the cancellation of runs before their scheduled start times, the affected employees will be paid the scheduled hours for their particular runs.

When severe weather forces runs already on the road to be recalled because of unsafe road conditions, the affected employees will be paid the scheduled hours for their particular runs.

At management's discretion, personnel from runs that are recalled may be required to perform other duties as required until the end of their scheduled shift.

3.04 WORK SCHEDULE

- (a) The parties agree to the establishment and implementation of a Modified Work Schedule within the scope of Section 170 of the Canada Labour Code as outlined below. The Modified Work Schedule shall be applicable to all regular full-time employees and part-time employees who work a full forty (40) hour block. Full-time employees assigned to a Modified Work Schedule shall be paid time and one-half (1-1/2) the regular hourly wage rate for the hours worked in excess of their scheduled finish time or in excess of forty (40) hours per week in the classifications to which they are assigned on such work. In the event that a crew on a modified work schedule exceeds their scheduled finish time by 1.5 hours or more for a period exceeding 30 consecutive days, management will complete a route audit and work with the employees - via the Joint Action Committee - to identify and implement corrective action.

It is agreed that the work schedule will be maximized with as many blocks possible as follows:

1. Five day work week, eight (8) hours per day.
2. Four day work week, ten (10) hours per day.
3. Three day work week, thirteen (13) hours per day.

The Parties may agree to establishing hybrid work weeks (e.g. varying shift length in a given week 10, 12, 8, 10). The Parties may consider agreeing to this in situations where a full-time position is created or preserved that would not otherwise be available. Preference will always go to creating traditional blocks of work (i.e. 5 by 8, 4 by 10, 3 by 13) where such blocks are possible. Implementation of a hybrid work week will only be by mutual agreement between the company and the union. There shall be no shift scheduled with less than 8 hours at a time as part of a full-time bid block unless mutually agreed.

- (b) Thrice (3) each year on the Sunday closest to the following dates: February 1st, June 1st, and October 1st, the Employer shall post a schedule of runs and assignments. Such runs and assignments shall be grouped in weekly blocks determined by the Employer. Each weekly block of runs or assignments which is posted, shall be described generally showing the area served, the approximate starting time and durations, the type of work involved and the crew complements. The weekly blocks shall also designate which days in the week an employee shall be normally scheduled off.
- (c) The schedule, so posted, shall remain posted for a period of seven (7) days to permit employees to study the schedules on which they bid.
- (d) Seven (7) days after the posting of such schedule, those employees eligible to bid will be permitted to bid for their weekly schedules. Such bidding shall be in order of overall seniority. Those employees who bid a weekly schedule must be qualified to perform all the duties required on such schedule.
- (e) Eligible full-time employees will be called in order of their overall seniority and shall be given a time limit in which they may bid for the weekly block assignment of their choice. If an employee shall fail or refuse to make any bid within the time limit allowed, he/she shall be assigned a position by management after all other employees have made their selection. Full-time employees who may be absent for any reason during the time when work selections are being made, shall have the responsibility to advise the Employer of their selections by some appropriate means on a timely basis.
- (f) Employees shall be assigned to their selected weekly block or assignments schedules on the Sunday closest to February 1st, June 1st, and October 1st each year. Once an employee has been assigned to a weekly block of runs or assignments, such employee will remain on such block until the next general bid. It is agreed and understood that all blocks of runs or assignments will be filled by full-time employees. In the event that the bid is incomplete the Employer will fill these positions in reverse order of seniority until all full-time employees have been assigned.
- (g) The Employer reserves the right to refuse permission to an employee to bid a certain weekly schedule as well as the right to remove him from a weekly schedule he has bid. At the employee's request, the reasons for the refusal will be given in writing. Any dispute involving such refusal to assign or the removal of an employee from a bid run may be the subject of a grievance under the terms of this

Agreement. The Employer reserves the right to change runs from time to time by adding stops or removing stops, changing starting times, merging, consolidating, eliminating and adding runs.

- (h) Merging - In the event two (2) or more runs are merged, the runs will be rebid within 30 days of the merger as per the procedures in Article 3.04.
- (i) Elimination of Runs - In the event a run shall be eliminated, runs will be rebid within 30 days of the elimination as per the procedures in Article 3.04.
- (j) Addition of Runs - In the event a run shall be established, that results in additional full time job(s), there shall be a new bid unless there is less than 60 days to the next bid, in which case the runs will be filled with part-time employees until the next bid.
- (k) Vacancies - To cover vacancies on runs or schedules, replacement shall be made as follows:
 - (i) Permanent vacancies shall be filled as per Article 6.02 (a) (b) (c).
 - (ii) Temporary vacancies shall be filled as per Article 6.02 (d).
- (l) Emergencies - In case of emergency when it becomes necessary to send a run out on schedule, employees may be moved from the bid assignments and sent out to cover the emergency.
- (m) During those weeks in which holidays occur, runs and assignments will be adjusted to accommodate necessary changes of operation. During such weeks, bid runs shall be suspended and employees shall be subject to assignment at the discretion of the Employer. Holidays are as defined in Article 4.01 of the Collective Agreement.
- (n) Full time bid positions **may** be classified as "Floaters". These positions will be bid on by full time employees in order of seniority and will be guaranteed 40 hours of work each week or the equivalent thereof in pay. **Once the schedule has been posted, the floaters will be locked into the schedule.**

3.05 Part-time employees are those who do not regularly work forty (40) hours or more per week and are not subject to the 40 hour guarantee as in 3.02(a). Part-time employees may be assigned to work during peak periods, emergencies, unanticipated contingencies, to replace full-time employees absent or on vacation, to fill out and complete the work schedule over and above those hours guaranteed to full-time employees and so regularly scheduled, and generally to work any hours that are in excess of those guaranteed to full-time employees.

PART-TIME BIDS

- (a) All bids shall be for a three (3) month period, based on seniority in the bargaining unit. All part-time hours are made up of hours that could not be scheduled into full-time bid blocks.
- (b) The Company will post all available work, including vacation openings for full-time employees, for bidding purposes, thirty (30) days prior to commencement of the schedule. Any work that becomes available after the schedule is posted shall become "pool" hours.
- (c) Employees are entitled to a maximum thirty-two (32) hour bid per week on a shift by shift basis, based on seniority, availability, and qualifications.
- (d) Employees desiring extra work over and above their bids, must submit an Availability Form, bi-weekly. Any extra work which an employee is requesting must be submitted on a common Availability Form, which the Company will provide to all employees.
- (e) Failure to submit an Availability Form bi-weekly shall result in "last" consideration when assigning additional hours.

- (f) Any available hours, after the thirty-two (32) hour bids are satisfied, shall be assigned based on seniority, availability, qualifications, on properly submitted Availability Forms up to forty (40) hours per week, from the pool, and the employee must accept the assignment.

3.06 (a) No employee shall be required to work a split shift with a break separation of more than four (4) hours without being compensated for the minimum daily guarantee on each call. A Part time employee who is called in to cover a split shift will work the entire split shift as scheduled. Should this part time employee refuse to work the entire split shift as scheduled, this shift will be offered to the next available part time employee in order of seniority.

- (b) Employees shall be required to be available for work on an “on call” (standby) basis. If called to work while on standby, a part-time employee shall receive a guarantee of three (3) hours of work or the equivalent thereof in pay at the employee’s regular hourly rate. Should the employee be required to attend to additional calls whilst still under the guarantee of hours the subsequent call-in rate will be deemed non-applicable. The hours worked when called into work while on standby shall be added to the accumulated hours of work for that week. Employees shall be paid two dollars (\$2.00) for every hour on standby, provided that, if the employee is called to work, thereby getting the three (3) hour guarantee set forth herein, then no standby pay will be due for those hours worked. Standby hours shall not be considered hours worked.

“On call” (standby) work shall be offered first to qualified part-time employees. If sufficient qualified part-time employees are not available, “on call” work shall be offered to full-time qualified employees in order of seniority, provided the employee has the appropriate access combination; the junior full-time employee with the appropriate access combination shall be required to take the “on call” assignment.

- (c) Work performed in connection with being “on call” shall not be considered as working a split shift.

3.07 SICK DAYS

The *Canada Labour Code* was recently amended to provide for paid sick leave for workers under federal jurisdiction. The intention of the parties is to provide paid sick leave in accordance with recent amendments to the Canada Labour Code taking into account the leave regime that was in place prior to these amendments. If the *Canada Labour Code* is amended to reflect a different paid sick leave plan, the sick leave provisions of the collective agreement, the parties meet to discuss the impact of these changes on the current collective agreement, provided that in no case are the conditions that prevailed prior to the signing of this agreement (48 hours of paid sick leave per year) preserved at all times. As such, the parties agree as follows:

On January 1 of each year, employees are credited with a bank of five (5) sick days. Thereafter, for each month of active service, the Employee accumulates one (1) additional sick day up to a maximum of ten (10).

Employees who are hired after January 1 receive, after thirty (30) days of active service, three (3) days of sick leave deposited in their bank. Thereafter, he accumulates one (1) sick day per month of active service for a maximum of ten (10) in the calendar year.

An employee who uses a sick day is paid at his or her hourly rate according to the number of hours scheduled for his or her scheduled shift.

The Employer reserves the right to require medical proof for an absence of five (5) consecutive days or more or when permitted by the Canada Labour Code.

Employees may carry forward paid medical leave days acquired but not used to the following year, but the maximum number of paid days they acquire in that year is subtracted from the number of days carried forward.

However, full-time employees who have remaining sick leave at the end of each calendar year will receive payment for sick days in excess of five (5) days. This payment shall be made no later than 31 December.

3.08 DISCIPLINE

For disciplinary purposes a week is based on 40 hours and a day is based on the total scheduled hours for the day(s) in question.

ARTICLE IV

HOLIDAY AND SPECIAL WORK

4.01 The following days or such days as may be observed in lieu thereof shall be designated as holidays under the terms of this agreement:

New Year's Day	Christmas Day
Victoria Day	Good Friday
Canada Day	Remembrance Day
Labour Day	Thanksgiving Day
Boxing Day	Civic Day (first Monday in August)
Truth and Reconciliation Day	Personal Holiday

Regular full-time employees shall be granted a Personal Holiday at their regular hourly rate consistent with their regularly scheduled assignment. If the personal holiday is 12 hours long, the employee gets paid 12 hours holiday pay. The personal holiday shall be taken by mutual agreement between the employee and the Employer with the employee giving a minimum of two (2) weeks notification of their intent to schedule said holiday subject to management approval. **In the event a Statutory (General) Holiday is proclaimed by the Federal Government, such Holiday shall also be observed, if not already listed in the above Holidays. Subject to the requirements and provisions of the collective agreement, Any Full Time Employee who is not scheduled to work forty (40) hours in a week due to a Provincial Holiday (e.g. customer closures) will be able to avail themselves of the weekly guarantee of work or pay in lieu thereof set out in Article 3.02(a).**

4.02 All full-time employees who work one (1) or more days during a week in which one of the above designated holidays occurs shall be credited for such holiday as per 4.06 and such hours shall be considered as hours worked and be added in the accumulated hours of work for that week.

4.03 Any employee required to work on any of the above designated holidays with the exception of Christmas Day and New Year's Day shall be paid at one and one-half (1-1/2) times the regular hourly rate applicable to the classification in which the employee is assigned on such holiday and such employee shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work. Such hours shall not be included in the regular weekly hours of work for that week.

4.04 Any employee required to work on Christmas Day or New Year's Day shall be paid at two (2) times the regular hourly rate applicable to the classification in which the employee is assigned on such holiday and such employee shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay for each such call to work. Such hours shall not be included in the regular weekly hours of work for that week.

- 4.05 If a designated holiday occurs during the regular full-time employee's paid vacation period, the employee shall be granted one (1) additional day of vacation at a time that is mutually agreeable. The additional day being equivalent in hours to the holiday that occurred during the vacation.
- 4.06 If the employee's day off occurs on a Holiday the employee will be given a day off in lieu of the Holiday and is paid Holiday pay for the number of hours they are normally scheduled to work on that day. Such Lieu Day will be granted immediately before or immediately after the Holiday or not later than 1 month after the Holiday.
- The work week will be reduced by the number of hours the employee is paid in holiday pay.
- Holiday on a working day:
- Employees are paid holiday pay for the number of hours they are normally scheduled to work on that day. The work week will reduced by this number of hours.
- 4.07 Any employee recalled to perform special work shall be paid at one and one-half (1-1/2) times the regular hourly wage rate applicable to the classification to which the employee is assigned on such work and such employee shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work, such hours shall not be added to the weekly total for the purpose of calculating weekly overtime. Special work shall be that work performed after the employee has checked out and their paid time stopped upon completion of their regular scheduled day of work. It is generally seasonal and not recurring nature. The Employer reserves the right to designate whether an assignment shall be considered as special work and extension of a daily run or assignment or as a regularly scheduled run.
- 4.08 Holiday and special work shall be assigned to full-time employees in rotation in order of their overall seniority provided they can perform the required work. In the event the number of full-time employees available for such work are not sufficient to meet the need of the Employer, part-time employees may be assigned. In the event an insufficient number of employees accept such assignment, the Employer reserves the right to assign the junior full-time employee qualified to do the work.
- 4.09 It is further agreed that work on a holiday will be offered to full-time employees before it is offered to part-time employees. This overtime will be offered to the full-time employees in order of seniority and by using the applicable overtime availability list. This overtime will be called on the day the schedule is being completed by management. If the required employees are not obtained from the full-time ranks, then the work will be offered to part-time employees.

ARTICLE V

VACATIONS

- 5.01 The Employer will grandfather existing full-time employees (i.e. Dolomont) as of ratification date at their current vacation entitlement.

Vacation weeks are based on a 40-hour workweek (5 weeks – 200 hours; 4 weeks – 160 hours; 3 weeks – 120 hours; 2 weeks – 80 hours; 1 week – 40 hours). All full-time employees who have completed one (1) full year but less than five (5) years of service as such during the previous calendar year, January 1st through December 31st, shall be granted vacation of two (2) weeks with pay. Regular full-time employees who have completed five (5) years but less than eleven (11) years of service as such during the previous calendar year shall be granted a vacation of three (3) weeks with pay. Regular full-time employees who have completed eleven (11) years or more of service as such during the previous calendar year shall be granted a vacation of four (4) weeks with pay. Regular full-time employees who have completed eighteen (18) years or more of service as such during the

previous calendar year shall be granted a vacation of five (5) weeks with pay. For clarity, “as such” means “as a full-time employee”.

Employees who have **three (3)** weeks vacation or more shall have the option to convert one (1) week of vacation to single days. Employees wishing exercise this option must declare their intention at the time of the vacation bid. These dates shall be scheduled by mutual agreement between the employee and the Employer with the employee giving a minimum of two (2) weeks notification (no later than the scheduling deadline) of their intent to schedule said vacation subject to management approval.

Single vacation days reduce the vacation allotment by the hours taken on each vacation day.

- 5.02 (a) Vacation pay for full-time employees shall be computed on the basis of four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) of the employee’s total earnings during the previous calendar year for employees entitled to two (2), three (3), four (4) or five (5) weeks vacation respectively, as the case may be.
- (b) Any full-time employee who shall be absent from work due to employment connected service or Workers’ Compensation injury during any calendar year shall for the sole purpose of having their vacation pay for that year computed be credited with pay for the weekly guarantee of hours for each week of absence up to a maximum of two weeks. It is understood and agreed that no employee shall be entitled to such credit described above unless they shall have actually worked under the terms of this Collective Agreement for a minimum period of thirteen (13) weeks during the year of vacation entitlement.
- 5.03 For vacation weeks that contain a statutory holiday the following will apply. The employee will be paid statutory holiday pay for the holiday. The vacation pay will be prorated for the number of working days that fall in the vacation week. The employee will then be granted one additional day of vacation and the remainder of the weeks vacation pay out will be given at that time. The additional vacation day will be at a mutually agreeable time.
- 5.04 The vacation period for each year shall extend from January 1st to December 31st. Vacations must be taken during the vacation year. Employees may not receive pay in lieu of vacation unless mutually agreed to between the employee, Employer and the Union.
- 5.05 Employer will post the vacation schedule by December 1st for the period of January 1st to December 31st of the following year. On December 1st the selection process will begin, and every employee in seniority order will have two (2) days to finalize their choice of vacation. Employees who have not chosen their vacations by March 31st will not be able to displace a less senior employee that has already made their selection. In addition, employees who have not chosen their vacations by March 31st will have their vacations scheduled by the Employer. The Employer shall determine the maximum number of employees who may be absent on vacation during any week, and will endeavor to allow a minimum of two (2) employees in the case of Sydney and four (4) employees in the case of Halifax on vacation at the same time providing that the service to the clientele is not adversely affected and that the proper top versus bottom combination system is being respected.¹
- 5.06 In the event a full-time employee shall complete less than one (1) full year of continuous service as such during the previous calendar year, the employee shall be granted a pro-rated vacation with pay during the current calendar year up to a maximum of two (2) weeks. Pay for such vacation shall be computed on the basis of four percent (4%) of his/her total earnings for the previous calendar year.
- 5.07 In the event the employment of a full-time employee shall be terminated, the employee shall then be paid for all vacation the employee has earned during the last full calendar year, but not taken, plus a pro-rated vacation computed at four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) as the case may be, of employee’s earnings during the current calendar year, provided that no

¹ Subject to maintaining the current practice re: # of employees able to bid on vacation per week due to impact on service to clientele – status quo language and status quo application re: Article 5.05 (min # of employees on vacation in a week. Current (September 2023) operations permit one in Sydney and one in Halifax but this could change.

additional financial obligation will be added to the Employer for the duration of this Collective Agreement.

- 5.08 Vacations and vacation pay for part-time employees shall be as required by Part III of the Canada Labour Code. Payment of vacation pay for part-time employees will be made on each pay cheque.

ARTICLE VI

SENIORITY

- 6.01 There shall be one (1) separate seniority list for full-time employees and one (1) separate seniority list for part-time employees.
- (a) Branch seniority shall be determined by the date on which employees covered by this Agreement were first hired provided there has been no break in service. Should there be a break in service, seniority will be determined from new date of hire.
- 6.02 (a) Seniority shall prevail in promotions, provided the employees considered for promotion must possess the skill, ability and qualifications necessary for the higher classification. The Employer shall determine the skill, ability and qualifications of the employee. The posting of jobs for new full-time positions will be posted as "Full time position". The successful applicant for the new full time position will be provided a course of training by a qualified instructor within 30 days of job acceptance as required.
- (b) When a new job is created or a permanent vacancy occurs within the bargaining unit, the selection will be made firstly from the full-time seniority list. Notice of the vacancy shall be posted on the bulletin board for five (5) working days. The senior applicant for the position shall be selected provided they have the necessary qualifications to perform the duties. The position that will result from the movement of the full time employee to the posted position shall be posted for competition amongst the part-time employees and awarded to the most senior employee who applies and who is capable and qualified to perform all duties of the position.
- (c) If the position is not filled from within the full-time seniority list it shall be filled in accordance with the seniority list for part-time employees provided that the employee selected has the ability and competence to immediately fulfill all the requirements of the function. If a part-time employee is elected, his/her seniority will be from the date of promotion to full-time status.
- (d) If a full time employee is expected to be off for more than a month on STD, WCB, or Authorized Leave, the employer will fill the vacancy for that period with the most senior qualified and capable part-time employee in the event a full-time temporary position is not utilized. Upon the return of the full time employee the part time employee will return to their part time status without loss of seniority.

The Employer may also post temporary full time positions (full-time wage rate no benefits, 40 hours weekly) to be filled by part-time employees to provide coverage during special events, peak vacation season, and other operational requirements that are temporary in nature. The notice of the vacancy shall be posted on the bulletin board for five (5) working days. The senior applicant for the position shall be selected provided they have the necessary qualifications and ability.

When a temporary full-time position is posted for a full-time employee absence, full-time employees will have the opportunity to express their interest in the position. The senior capable and qualified fulltime employee who expresses interest will be assigned the position, the resulting vacancy will be filled by a temporary full-time position (one lateral bump). In the event a temporary full time position covering the absence of a full-time employee is filled and a bid occurs during the time of the temporary absence, the absent employee will bid if he or she has an anticipated return to work date within the bid. His or her position will be available for a one-time lateral move and backfill in the same process as above.

- 6.03 The Employer may refuse promotion to an employee but upon request from the Union must show reasonable cause for such refusal. The promotion of any employee to a higher classification shall be made subject to a trial period of thirty (30) days during which such trial period an employee who fails to

meet the requirements of the Employer may be demoted to their former classification without loss of seniority. Such demotion shall not be subject to the arbitration procedure. During said trial period, an employee may, at their request, return to their former classification without loss of seniority. The Employer reserves the right to work employees in any assignment covered by this Agreement and to designate what run an employee shall work upon.

- 6.04 The Employer agrees to post and furnish the Union with a new and accurate seniority list twice annually on the dates of April 1st and October 1st. Any errors or omissions must be brought to the attention of management within 10 days of the posting after which the list will be deemed to be correct.
- 6.05 (a) Any employee who shall be transferred out of the bargaining unit hereby covered but remaining in the employment of the Employer in a different classification, shall retain their seniority rights in said bargaining unit including the right to return to their former classification for a period of six (6) months from the date of such transfer, provided such employee maintains their membership in the Union in good standing. Thereafter, the employee shall lose all seniority right under this Agreement.
- (b) An employee shall lose their seniority for any of the following reasons:
- (i) they resign or quit;
 - (ii) they are terminated or discharged and have not been reinstated through the grievance procedure;
 - (iii) they have been on layoff status for a period of twelve (12) months or more;
 - (iv) they fail to report to work after a layoff, within five (5) days after being notified by registered mail;
 - (v) they are absent from work without immediately notifying the Employer as to the reason for their absence and their expected date of return to work. Exception shall be considered for bonafide emergencies;
 - (vi) or they refuse to return to work following a recall to full-time status. In such a case an employee will immediately lose his full-time seniority. Such employee would then lose his overall seniority pursuant to the terms of (iii) above.
 - (vii) the government agency responsible for administering the Possession and Acquisition License or Permit to Carry a restricted firearm refuses to renew or revokes said permit(s) and the PAL or ATC is not obtained within 60 calendar days from the time it has expired and not renewed, or from the time it was revoked.
- (c) Full-time employees on layoff who should accept to exercise their rights to separation pay under the Code shall forfeit their recall rights. The employee shall provide this request in writing to the employer. If they remain as part-time they shall be placed at the bottom of the part-time seniority list.
- 6.06 (a) Whenever forty (40) hours of work shall not be regularly available to any of the full-time employees on a regular basis exclusive of work performed in relief covering absenteeism, vacations and emergencies and exclusive of Sunday, holiday and special night work, the Employer reserves the right to reduce the junior full-time employee to part-time status or the employee may elect layoff instead.
- (b) If an employee elects layoff, and wishes to return to work for the employer prior to the expiration of the 12 months layoff, he may be rehired as a new employee with no seniority and he waives his rights to recall to a full-time position.
- (c) Full-time employees who accept reduction to the status of part-time employees, shall hold top seniority among the recall list of employees for a period of 12 months, after this period the part-time seniority list will be reset and converted to an hours basis (two thousand (2000) hours per year of full time service) in accordance with the part-time seniority letter of understanding..

- (d) Full-time employees who voluntarily demote themselves to part-time status, after the ratification of this collective agreement will be placed at the bottom of the part-time seniority list for a period of twelve (12) months, after this period the part-time seniority list will be reset and converted to an hours basis (one thousand and eight hundred) (1,800) hours per year of full time service) in accordance with the part-time seniority letter of understanding. This request must be provided to the Employer in writing.
- 6.07 Whenever a block of forty (40) hours of work shall be regularly available that could be scheduled in excess of the regularly scheduled guarantee to full-time employees, and exclusive of work in relief of employees absent or on vacation, emergency and holiday work, additional employees will be added to the list of full-time employees.
- 6.08 The employer will not allocate hours in a manner that creates part-time shifts in order to evade Article 6.07.

ARTICLE VII

UNIFORMS

- 7.01 The Employer shall furnish and pay for uniforms for employees (as it deems necessary). The style, type and quantity of specific items shall be determined by the Employer. Such uniforms shall remain the property of the Employer. All uniform items, including the shirts, shall be replaced on a one-for-one exchange basis when deemed appropriate by management. The Employer shall direct the appropriate code of uniform dress.
- 7.02 The Employer shall provide each Armoured/ ATM employee a bullet resistant vest. The vest shall be the type to be worn over the employee's uniform. The Employer and employee will ensure vests are properly measured. This vest shall be eligible for replacement every five (5) years, or as warranty reflects. The vest shall be a Level III A.
It will be mandatory for employees to wear such vest. Failure to wear an issued bullet resistant vest may result in discipline.
- 7.03 It is understood that only one reimbursement will take place in the above referred to period.
- 7.04 The Employer agrees to provide a Safety Footwear Allowance by reimbursing employees up to one hundred and seventy-five dollars (\$175.00) in year two (2) and year four (4) of the collective agreement. The employee must submit a receipt in order to be reimbursed. The Safety Footwear must be black and CSA approved, with steel toes and in compliance with the Brinks' Uniform and Appearance Policy. Part-time employees will be entitled to the same benefit providing they remain at the employ of Brink's for at least six (6) months after ratification and work at least two hundred and forty (240) hours.

ARTICLE VIII

DUTIES AND FUNCTIONS OF EMPLOYEES

- 8.01 As per Employee Handbook for the following classifications: Driver/Guard, Crew Chief (Messenger), Driver, Guard, and ATM Technician.

ARTICLE IX

CHECK-OFF

- 9.01 Upon receipt of a written authorization form and executed by the employees, members of the Union, thereby authorizing the Employer to do so, the Employer agrees to deduct from the bi-weekly payroll members dues and assessments not to exceed the amounts specified by the terms of said written authorization, such deductions shall be remitted monthly by the Employer to the Union. The Company will provide the social insurance number for all employees on the check-off list. The check-off list will

show employee's name, social insurance number and amount paid. When a new employee is hired and after serving his probationary period the company, upon receiving notification from the union, will deduct the initiation fee set out by the union and have it remitted with the employee's dues. Once a year the company will provide a list of all members' addresses.

- 9.02 If an employee shall be absent on vacation during the week from which the deduction will be made, the deduction shall be made from the employee's vacation pay.
- 9.03 The written authorization shall be in a form approved by the Employer and, once executed, shall be irrevocable during the term of the Agreement or for the maximum period permitted by law, whichever may be the shorter.
- 9.04 The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in making deductions herein provided for. The cheque for union dues will state on it what month union dues are being paid.
- 9.05 The Company will list the annual regular Union dues paid by each employee on his income tax T4 statement.
- 9.06 The Employer will provide to new employees, the required Union Application after thirty (30) days from their first scheduled shift. Branch Stewards will provide new employees with a Collective Agreement once the employee has completed probation. (120 days)
- 9.07 The Secretary Treasurer of the Union shall notify the company in writing of any change in the amount of Union dues and such notification shall be the Employer's authorization to make the deductions specified.

ARTICLE X SHOP STEWARDS

- 10.01 The Employer acknowledges the right of the Union to elect two (2) stewards for Mainland Nova Scotia and one steward for Cape Breton Island for the employees covered by this Agreement. In Mainland Nova Scotia only one steward will represent an employee at grievance or arbitration hearings. The stewards may call for a Union representative by appointment if the employee so requires. The Employer further agrees to recognize, one (1) alternate steward for Mainland Nova Scotia, as selected by the Union Steward, and one (1) alternate steward for Cape Breton Island as selected by the Union Steward to act as Alternate Stewards to assist in the presentation of any grievances that may arise, in the event that the Steward is absent from work. The Union will provide an updated list of Stewards and alternate Stewards to the Employer.
- 10.02 Shop Stewards shall be appointed or elected as the Union so wishes, to assist with the administration of this agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. The shop steward shall not let his duties unduly interfere with his/her regular work assignment.
- 10.03 The Employer shall not discriminate against the stewards due to their legitimate Union activities.
- 10.04 In the event the steward or any other employee shall be duly elected or appointed by the Union to attend a labour convention, or serve in any capacity on other official Union business, the employee shall be given the reasonable or necessary time off without pay and without discrimination to attend such Union matters. The Union shall give the employer notice of the requested time off no later than the end of business Tuesday, the week prior to the time off requirement, for scheduling purposes.
- 10.05 (a) Steward Representation
- A shop steward shall be present at any disciplinary meeting regarding, written warnings, suspensions, discharges and security investigations where an employee is a bona fide suspect.

- (b) Nothing herein shall restrict the Employer from calling an employee for investigation or questioning them on any phase of the Employer's operations.
- 10.06 The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or Branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 10:07 If the Employer discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Union Business Representative.
- 10.08 The stewards shall be permitted reasonable time to investigate, present and process grievances on the employer's property without loss of time or pay during their regular working hours. Such time spent on handling grievances during the steward's regular working hours shall be considered working hours in computing overtime if within the regular schedule of the stewards. The shop steward's activities shall not interfere with the Employer's business.
- 10.09 All employee payroll records will be made available to the Stewards upon twenty-four (24) hours' notice if required to investigate a potential grievance. The Business Representative of the Union shall be admitted to the Employer's premises during regular working hours at a mutually agreed time, upon proper identification and shall be permitted to inspect the payroll records in order to determine that the terms of this Agreement are being observed. Access to security areas is limited to authorized personnel.

ARTICLE XI

GENERAL CONDITIONS OF EMPLOYMENT

- 11.01 All conditions of employment or working conditions relating to wages, hours of work, overtime pay, vacation, holidays and all other general conditions of employment are specifically set forth and embodied herein and no separate oral or written agreements shall be entered into with any individual members of the Union that are inconsistent with this Agreement.
- 11.02 Except where conflicting with other articles of this Agreement, the conduct of all crew chiefs, drivers, guards and ATM technicians shall be guided by reasonable rules and instructions promulgated by the Employer from time to time. The Union shall be given prompt notice of new rules or regulations established by the Employer. The reasonableness of any rules shall be the proper subject of arbitration.
- 11.03 A bi-weekly schedule of work showing the days of work, days off, starting time and run assignments for all employees will be posted by 15:00 on Wednesday of the preceding week except in the case of a week in which a federal or provincial holiday falls. Once posted, changes will be made in said schedule only to meet emergencies, adjust for absenteeism, tardiness, extra work and to correct apparent errors. Such changes shall be posted as early as may be feasible. Vacancies occurring in the assignments may be filled by part-time employees. The company will do its utmost to provide 12 hours notice for any schedule change allowing for emergency situations and late sick calls.
- 11.04 The Employer shall pay for all premiums on bonds of employees as required in the performance of their duties.
- 11.05 Employees shall be paid BI- Weekly on a designated payday by direct deposit. Any shortages in pay over fifty (\$50.00) dollars will be paid by **direct deposit as soon as possible and no later than** four business days of an employee request for payment to cover the shortage. The time herein shall be exclusive of Saturday, Sunday, and holidays.

Any erroneous overpayments will be repaid via offset from future payroll deposits by a reasonable repayment schedule to be discussed with the impacted employee(s), stewards, and the Employer.

Paystub information may be provided electronically.

- 11.06 Employees are required to swipe an ID card or enter their time in the Kronos kiosk (Sydney) when beginning and finishing their shift.
- 11.07 All employees covered by this Agreement **always** use their best endeavor to further the interest of the Employer.
- 11.08 (a) The Employer shall provide a course of training by a qualified instructor for those employees who are otherwise qualified and who wish to become crew chiefs or technicians such training will be provided based on operational requirements.
- (b) Any Union employee(s) designated to train new employee(s) for any of the positions covered under this agreement will be paid a premium of two dollars **and fifty cents (\$2.50)** per hour for the duration of the training session.
- (c) Where scheduled for training an employee is obligated to attend training and make best efforts to successfully complete the training.

The Employer may also provide online or self-study training programs or modules where the subject matter is appropriate for online learning or self-study such as Health and Safety Committee Training or WHMIS. Employees who complete this online training or self-study will be paid at their basic straight time hourly rate for the duration of run time required by the program.

- 11.09 (a) If employees are required to remain out of town overnight, they shall be paid for all time while out of town while they remain on duty. They shall be provided with clean, comfortable lodging (single accommodation) and they shall be paid meal expenses at the rate of twenty-six dollars (\$26.00) each night they remain away from home. The employees shall be paid a minimum of eight (8) hours for each day for such layover.
- (b) When an over the road run returning to Halifax or Sydney has exceeded thirteen (13) hours in duration the crew thereof shall be granted **thirteen dollars (\$13.00)** additional meal money such meals shall be eaten **during a scheduled break**.
- (c) All Employees required to remain at the branch to await the return of the overnight run, when the run is unduly delayed and arrives after 7:00 p.m., shall be granted **thirteen dollars (\$13.00)** meal money.

11.10 Employees will be granted a 15-minute paid break for each four hours worked. If an employee is asked to work through these breaks he/she will be compensated in paid time at the end of his/her shift.

11.11 Employees will be paid four (4) hours at straight time (when qualifications are done outside of scheduled working hours) twice (2) a year for the purpose of shooting practice and qualification providing they attend and participate as scheduled. The qualification schedule will be posted two (2) weeks in advance. Full time employees will have exclusive privilege to select their scheduled time in the first week. Part time employees may select at the start of the second week, one week prior to qualification.

The parties agree that it is in both the employees' and the Company's interest that, employees receive thorough training, covering among other things, firearms handling and operating procedures.

Employees are required to have a valid P.A.L (formerly F.A.C) as a condition of employment. The costs of initially securing a P.A.L. shall be the responsibility of the employee. The Employer shall reimburse an employee the cost of renewing the required P.A.L.

Full-time employees will not be required to attend re-qualifications during their scheduled vacation. The Employer will post the re-qualification sign-up sheet in accordance with the current practice.

- 11.12 (a) In compliance with the Canada Criminal Code and the employee's application for the securing of a Possession and Acquisition Licence (P.A.L.) the Union and the Employer recognize that employees must be mentally capable of performing their duties as an armoured guard employee.
- (b) Therefore, the Employer shall have the right to request a clean bill of health from any employee when he is off on a sick leave of absence because of a mental and/or depressive medical disorder before such employee can return to work.
- (d) A mental disorder shall be defined as the inability to understand the nature and effect of the act in which a person is engaged and the business he or she is transacting - which is to be medically verified by the appropriate medical authorities.
- (d) A depressive disorder is defined as being any emotional condition precipitated by some external factor generally considered to be a neurosis and which is to be medically verified by the appropriate medical authorities.
- (e) The only question that will be required to be answered will be related to medical restrictions including, but not limited, as follows: "Is the employee mentally competent to return to work with the Employer recognizing that the employee is an armoured guard employee required to carry a firearm?"
- (f) The affected employee shall have the sole right to a medical authority of his own choosing or such other referral to the proper medical authority by his family physician.
- (g) Should the above questions be answered so that the employee does not have restrictions that prevent him or her from performing their regular duties then the Employer will reinstate the employee to full active duties without loss of seniority.
- (h) Further, the Employer will do what is practically necessary to support the employee's application for securing a Possession and Acquisition Licence.
- (i) Should the question be answered in the negative then the employee will continue on a medical leave of absence without loss of seniority pursuant to any applicable section of the collective Agreement until such time as the employee is mentally competent to return to work as medically certified by a clean bill of health.
- (j) The employer agrees that under the circumstance of sub-clause (i), an employee will be allowed access to the Company Group Insurance Plan benefits if entitled by the terms of the Collective Agreement, Worker's Compensation benefits, Unemployment Insurance benefits, sick leave benefits, Canada Pension Plan Total Disability benefits. The Employer will assist the affected employee with all the necessary documentation in applying for benefits from the above-mentioned programs.
- (k) The Employer shall pay for the cost of securing the appropriate medical certificate declaring any employee has a clean bill of health.
- 11.13 Polygraph testing is voluntary. Moreover, no employee will be disciplined for not submitting to a polygraph test.
- 11.14 The Company will ensure all employees covered under this agreement will have access to Work Day.**
- 11.15 The Company will provide Basic First-Aid training to the required number of employees covered under this agreement at no cost to the employee such that the requirements of the applicable legislation are complied with. The training must be recognized and accredited to comply with the requirements of applicable legislation. The Parties will meet at least once annually (with the fall bids) to review the number of first aid trained employees for compliance with legislative requirements.**

- 11.16 Following the introduction of new technology and equipment the employer must provide proper training with pay. (i.e. ELD).
- 11.17 The Company will provide a paper driver log in all vehicles to be used as a backup in the event of a ELD failure.
- 11.18 **Crewing**
- (a) All Armoured car operations will have a minimum crewing level of two (2) armed guards.
- (b) Paragraph (a) does not apply when a chase vehicle is attached to another 2 man crew, or a guard taking a vehicle for maintenance.
- (c) Providing the Union agrees, paragraph (a) of this Article does not apply to secure point to point shuttles that travel directly from a secure location to a secure location and non-traditional work that may require a reduced crew for a competitive bid. If the Employer intends to implement secure point to point shuttles or non-traditional work in this bargaining unit it will consult with the Union, the NHSPC and the local JHSC. The Employer will thoroughly review and address safety concerns brought forward and the Company shall not implement without agreement from the Union - the members will be consulted and the model will be voted by the membership (majority vote).

ARTICLE XII

LEAVES OF ABSENCE

- 12.01 The Employer agrees to carry Workers' Compensation Liability Insurance with a recognized company to protect members of the Union should they be injured, disabled or killed in the scope of their employment with said Employer.
- 12.02 The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workers' Compensation protection for all employees even though not required by provincial law or the equivalent thereof if the injury arises out of or in the course of employment.
- 12.03 Any employee who is injured on the job, and is sent home, or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of their regular shift on that day.
- 12.04 In the event full- time employees are required to serve on the jury, they shall be paid the difference between the jury fees and the pay for their guaranteed work week for each such week of jury duty, provided the employee shall make himself available to work for the Employer during the said period when the employee is not required to serve on the jury. Such employee shall not be required to work until after a rest period of twelve (12) hours have elapsed. The employer reserves the right to call upon said employee in cases of emergencies. Time served on jury duty shall be deemed to be hours worked for the purpose of overtime.
- 12.05 **WITNESS**
- In the event any employee is subpoenaed to court as a witness in any legal proceeding in which the employer is involved, where they are not a defendant or grievor shall be paid eight (8) hours or ten (10) hours at the regular straight time hourly rate of each day the employee is required less any witness appearance fees.**
- 12.06 **DEATH IN FAMILY**

In the event an employee shall, while actively employed as such, suffer a death in their immediate family. **Immediate family shall mean spouse, common law spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-**

in-law, sister-in-law, grandparents, spouse's grandparents, step-parents, step-children and grandchildren they shall be granted a leave of absence immediately following the date of such death up to and including the date of the funeral, and will be paid for their regular scheduled shift at their regular straight time hourly rate for each of their scheduled working days, which may occur during said leave of absence, up to a maximum **four (4) working day or five (5) working days if travel outside of Nova Scotia is required.**

12.07 LEAVE OF ABSENCE

- (a) Any employee desiring a leave of absence from their employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from the Employer. During an authorized leave of absence, an employee shall maintain seniority. During the period of absence, the employee shall not engage in gainful employment or conduct any studies or proposals relating to employment opportunities, employment for any other company or individual, paid or unpaid, while on an authorized leave of absence is prohibited, except as mutually agreed upon between the Employer and the employee. Failure to comply with this provision shall result in the complete loss of seniority rights for employees involved. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by the Employer.

(b) COMPASSIONATE CARE LEAVE

The following will apply to Compassionate Care Leave:

1. An employee will be allowed to be temporarily away from work for up to 28 weeks in a 52 week period, to provide care or support a family member who is gravely ill and who has a significant risk of death within 26 weeks.
2. An employee must give the Employer written request for compassionate care leave, as soon as the employee is able in advance of the leave where practicable. The notice must contain reason(s) for the leave and the intended length of the leave. An employee must obtain and provide a medical certificate from a qualified medical practitioner, stating that the family member has a serious medical condition and as a result, there was a significant risk of death within 26 weeks.
3. A "family member" is an individual related to an employee whose relationship is described under the Employment Insurance program. The relationship can include, but not limited to, a spouse or common-law partner, a child, a parent or any other person who is prescribed under the Employment Insurance Act.

If the employee wishes to extend the length of the leave, another written notice must be provided to the employer as soon as the employee is able. Requests to extend Compassionate Care Leave will not be unreasonably denied, subject to the maximum 28 week period and the requirements of the Canada Labour Code.

- (c) When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, he shall be entitled to a leave of absence without pay for the period during which he is elected or appointed to fulfill such position. Such requests for leave must be in writing on Teamsters letterhead.

ARTICLE XIII
EQUIPMENT

- 13.01 The employer and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Employer, the employees, and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Canada Labour Code Part II.

- 13.02 The company will install and properly maintain heaters and air conditioners in all its' vehicles. The Company may make use of trucks without air conditioners in cases of emergencies. Heaters shall start to operate by October 1st, and air conditioners functional by April 1st, of each year.
- 13.03 The garage and office shall be adequately heated and ventilated.
- 13.04 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and provide proper first-aid kits, including a proper first-aid kit in each service vehicle.
- 13.05 The Employer will pay straight time for safety meetings.
- 13.06 The Employer shall ensure that a Health & Safety committee is maintained in accordance with the Canada Labour Code.
- 13.07 The Employer shall not require employees to operate any equipment which is not equipped with safety features required by law.
- 13.08 The Employer will ensure that there is always a duty manager to answer the telephone in the event of an emergency while there are crews on the road engaged in regularly scheduled work. The Employer will make reasonable provisions to cover special runs, and/or any night time Airport runs.
- 13.09 All Employer vehicles will be equipped with the appropriate communication devices as deemed necessary by the employer. The parties agree that there will be no abuse of their use.
- 13.10 Moving violations shall be the sole responsibility of the driver: e.g., speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving. Any violations that occur while driving an Employer vehicle must be reported to a member of management within twenty-four (24) hours of the occurrence.
- 13.11 All new armoured vehicles shall be equipped with air conditioning and hydraulic seats or air-ride seats.
- 13.12 It is to the mutual advantage of both the Employer and the employees that employees should not operate vehicles which are not in safe operating condition and not fully equipped with the safety features required by law. It shall be the duty of employees to complete vehicle inspection forms, and to report promptly in writing to the Employer, all defects in the equipment. It shall be the duty of the Employer to maintain all vehicles in safe operating condition in accordance with the applicable regulations. The maintenance of equipment in sound operating condition is not only a function but a responsibility of management. The determination of, as well as the responsibility for, all decisions with regard to the safety of vehicle equipment shall rest with a qualified and licensed motor vehicle mechanic.
- 13.13 Employees shall, immediately or at the end of their shift, report all defects of equipment to the Employer. The reports shall be made on a suitable form supplied by the Employer, and shall be made in multiple copies, one copy of which is to be retained by the employee.
- 13.14 Drivers will be responsible for checking their vehicles before leaving the Branch and also be responsible for the cleanliness of the interior of the vehicle, both cab and rear compartments.
- 13.15 All employees must produce valid Driver's License once per year. Employees must provide the Employer with written permission to obtain their abstract on their behalf. The cost of obtaining the Driver's Abstract will be borne by the Employer.

ARTICLE XIV

BULLETIN BOARDS

- 14.01 A bulletin board shall be placed in a conspicuous place on the Employer's premises in Sydney, and Halifax to serve as a notice board for the employees. This notice board shall be for Union purposes only and shall be furnished at the expense of the Employer.
- 14.02 The Union may post notices of Union meetings and other activities on such bulletin board provided such notices shall have prior approval of the Employer.

ARTICLE XV

GRIEVANCE PROCEDURE

- 15.01 Differences of interpretation or the violation by the Employer, the Union or any employees of any of the provisions of this agreement, as well as any other complaint relating to working conditions, shall be considered a grievance. Procedure for processing the grievance of an employee, or group of employees, shall be as follows:
- 15.02 A potential grievance issue shall first be made verbally by the employee to his or her immediate Supervisor. If unsatisfied the grievance shall be made in writing and, presented by the steward to the manager, or in their absence, to the person then acting as manager, within ten (10) working days of the time of its occurrence or the discovery thereof. If the grievance is not settled within ten (10) days from the presentation to the manager, it shall be referred by the steward to the business representative of the Union. The Employer shall fax a copy of the grievance to the local Union office.
- 15.03 If not mutually satisfactory, settlement shall be concluded by the Union and the manager within five (5) days, either party may refer the matter to arbitration as provided in Article XVI.
- 15.04 Where a monetary grievance succeeds in favour of the bargaining unit employee(s), the monetary value involved, if any, shall be paid in full to the affected employee(s) on the pay period following the settlement of the grievance time permitting.

15.05 EMPLOYEE'S RECORD

Any adverse statements, warnings, reprimands or suspensions will be removed from the employees file after twelve months from this occurrence provided there has been no reoccurrence of a similar incident. If warnings, reprimands, etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.

- 15:06 Any employee, with twenty-four (24) hours notice and on his/her own time, shall be allowed to inspect his own personnel file. The Business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon twenty-four (24) hours notice of such request.

15.06 DISCHARGE OR SUSPENSION NOTICE

If the Employer suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days of the suspension or discharge, giving the reasons for such discharge or suspension. However, if an employee is suspended pending investigation, he shall be paid for the first three working days of the employer's investigation.

ARTICLE XVI

ARBITRATION

- 16.00 Within forty-five (45) calendar days after a final decision has been received on any grievance between the Employer and the Union which cannot be satisfactorily adjusted between them as per Article XV for this Agreement, it shall be referred to and immediately taken up to a single Arbitrator selected by the parties. The Arbitrator shall adjust said difference and while said difference and matters are pending adjustment, there shall be no lockout or strike, and the decision of the Arbitrator shall be final, conclusive and binding upon both the Employer and the Union. The Employer and the Union shall make themselves available for the necessary meeting hereunder within a reasonable period of time. The expenses and fees of the Chairman shall be shared equally by the Employer and the Union. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the minister in accordance with the Canada Labour Code, as amended.

ARTICLE XVII

MANAGEMENT RIGHTS

17.01 WORKPLACE HARASSMENT, VIOLENCE and BULLYING

The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought to be reasonably be known to be unwelcome”, and denies an individual dignity and respect on the basis of prohibited grounds including but not limited to, gender, disability, race, color, sexual orientation , and non-prohibited grounds including but not limited to, frequent angry yelling, shouting or blow-ups, regular use abusive or violent language, Physical, verbal or email threats or intimidation, Violent behaviours- slamming doors, throwing objects, intimidation, practical jokes, pushing, shoving, spreading gossip or rumors and the use of social media to bully, intimidate or threaten.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, vehicles, customer premises and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, color, place of birth, sexual orientation, citizenship or ancestry,

Bullying, intimidation, practical jokes, pushing, shoving, horseplay etc. that cause awkwardness or embarrassment,

Posting or circulation of offensive photos or visual materials,

Refusal to work or converse with an employee because of their racial background or gender,

Unwanted physical conduct such as touching, patting, pinching, etc.,

Unwelcome invitations or requests,

Condescension or paternalism which undermines self-respect, or

Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment Is Not

Harassment is in no way to be construed as properly discharged management responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a Complaint

If an employee believes that they have been harassed and/or discriminated against, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their managers or others. In this case you are not required to tell the harasser to stop. You should simply bring it to the attention of your Manager and/or Shop Steward.

Investigation

Upon receipt of the complaint, the Employer and/or the Union will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint will require formal investigation.

If it is deemed that a formal investigation of the complaint is necessary, the Employer and Union will initiate a joint investigation; it may be agreed to use a 3rd party external investigator. Any costs for the external investigator will be borne entirely by the Union.

The investigation will include interviewing the respondent, the complainant and other persons named in the complaint or throughout the interview process. Any relevant documents or video evidence may also be reviewed.

In the event a female complainant alleges sexual harassment, the investigator, where appropriate, will be a woman. In the event a male complainant alleges sexual harassment, the investigator will be a male.

If an employee is removed from the schedule as a result of the complaint and investigation, the parties will discuss the merits of whether the employee will be paid while off work.

Reprisal

Any employee who engages in Backlash or retaliation against a complainant or anyone participating in an investigation is not tolerated and is grounds for immediate dismissal.

Resolution

Every reasonable effort will be made to complete the investigation in a timely manner. The Employer reserves the right to implement discipline where it deems it to be warranted. The Union shall reserve the right to the grievance procedure.

Right to Refuse

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. The Brink's Workplace Harassment Policy is posted in all Branches and Complaint forms are available from a Manager. An overview of the Brink's Harassment Policy is also outlined in the Employee Handbook. However, it is agreed, in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for the employee(s) concerned to either change job positions or be removed from duty

Oversight

In addition to the above, the parties will meet at least once per year to discuss harassment incidents that year, root causes of the incidents, and steps taken to resolve the issues. In addition, the meeting

will discuss current efforts to improve harassment awareness in the workplace as well as current legislative and other trends that may be relevant to preventing future incidents.

Training

Harassment Training Program will be mandatory for all bargaining unit employees and will be paid for at the employee's straight time, regular wage rate, during off shift periods. The training will be for one half day.

Inappropriate Behaviour

Given the nature and inherent danger of our workplace, it is critical that all employees have absolute confidence in the ability of their co-workers to perform their duties in a safe and competent manner. If any employee feels that their safety is being compromised by another co-worker's behaviours, it is strongly recommended that their concerns be reported in confidence to a Supervisor, Manager, Shop Steward or Head Office Human Resources representative. The conduct, control and management of the Employer's business, the direction of its working force, and the determination of the employee's ability to perform the work required are the sole and exclusive prerogatives of the Employer, subject to the provisions of this agreement. All functions, rights, powers, and authority, which are not specifically abridged, delegated, or modified by this agreement, are recognized by the Union as being retained by the Employer.

- 17.02 The employer and the Union recognize the right of all employees in Brink's to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with Brink's Workplace Harassment Policy. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from repercussions, which may result from a complaint.
- 17.03 (a) The locations of the branches where employees shall report for work and finish work, the type and kind of service to be rendered, the crew sizes, the locations to be serviced, the addition extension or discontinuance of work, and any and all changes pertaining to such matters which may be made from time to time in the interest of efficient operations are the exclusive rights of the Employer.
- (b) The Employer reserves the right to discipline and discharge employees for just cause. It is agreed that among other acts, dishonesty, leaving an armoured car unattended with valuables aboard, use and or possession of alcohol, or illegal, non-prescribed drugs while on duty or while on company premises are just cause for discharge.
- 17.04 Nothing herein contained shall be construed to prevent management personnel from performing bargaining unit work in cases of emergency or when no bargaining unit employees are available to perform such work on a timely basis until such time as a bargaining unit member can be available to cover the emergency work being performed by management.
- 17.05 Any new job classification which may be established during the life of this agreement shall be subject to negotiations between the Employer and the Union during the term of this agreement. If the parties fail to reach agreement during such negotiations, the matter may be submitted by either party to arbitration as per Article 16.00.

ARTICLE XVIII
GROUP INSURANCE PLAN

18.01 The Employer shall provide full-time employees with a group insurance plan which shall be that described in a separate document, and which shall be subject to the terms of the Master Policy or Policies issued by the insurance carrier. The plan shall provide benefits as follows:

Group Term Life Insurance	Forty Thousand Dollars (\$40,000.00)
Accidental Death and Dismemberment Insurance	Forty Thousand Dollars (\$40,000.00)
Felonious Assault Insurance	\$100,000 per employee
Weekly Accident & Sickness Benefits	01/08/26 benefit equal to the Unemployment Insurance Compensation for twenty-six weeks
Long Term Disability Insurance	Amount equal to 60% of monthly earnings (maximum three (3) years)
Major Medical Plan	As per Group Plan Booklet, Division 010 (January 1, 1993)
Prescription Drug Plan	Deductible of \$0.35 per prescription Drug Cards provided.
Vision Care	\$325 for Vision Care every (24) consecutive months
Dental Plan	Dental Plan will be offered to all full-time employees effective July 1, 1980 as described in separate benefit booklet. Maximum increases from \$1,000 to \$1,250.

18.02 The Employer shall retain twelve/twelfths (12/12) of the UIC premium reduction.

ARTICLE XIX

PENSION

19.01 **On February 1, 2022, employees previously participating in the Brink's DC Pension Plan and Brink's DB Pension Plan transitioned to the CAAT DB Plus Pension Plan for future service;**

For employees who transition to the CAAT DB Plus Pension from a previous Plan on February 1, 2022, the following shall apply:

- a. **Accrued DB Benefit Remains + Highest Average Earnings Updated** - For employees with DB service, the DB benefit accrued in the Brink's DB Plan will remain in the Brink's DB Plan and credited service will be frozen; the highest average earnings (best three consecutive years) of the employee will continue to be updated until termination or retirement;
- b. **DC Pension Remains** - For employees with DC Pensions, their funds will remain in the their DC account and they had the option, when the DC Plan permits, to transfer funds to CAAT DB Plus;
- c. **CAAT DB Plus Contribution** - There will be a five percent (5%) Employer contribution and a five percent (5%) employee contribution in the CAAT DB Plus Plan;

All part time employees are eligible to opt in to the CAAT DB Plus Pension Plan in accordance with the terms in paragraph (c) above;

All full-time employees will participate in the CAAT DB Plus Plan in accordance with the terms in paragraph (c) above.

ARTICLE XX

JOINT COMMITTEES

- 20.01 Joint Employment Equity Committee – A Joint employment equity committee shall be created to address issues related to employment equity affecting employees in Nova Scotia. This committee shall meet on an ad hoc basis as required and consist of four members, two appointed by the Union and two appointed by the Employer. Employees will be compensated at their normal hourly straight time rate for time spent meeting with the Committee.
- 20.02 Joint Union Management Committee meetings between management and the Union will be held to discuss issues of mutual interest. It is understood that these committees will not discuss issues being handled in the grievance procedure or those being the jurisdiction of the Health and Safety Committee. These meetings will be held every 4 months.

ARTICLE XXI

STRIKE/LOCKOUT

- 21.01 Strikes and lockout

During the life of this agreement there shall be no strike/lockout by the Union or by the Employer.

- 21.02 Legal Picket Line

It shall not be a violation of this Agreement however, for the employees covered hereunder to refuse to cross a picket line established in support of a lawful strike.

ARTICLE XXII

TERM OF AGREEMENT

22.01 This Agreement shall be from January 31, 2023 to and include May 31, 2028.

22.02 This Agreement will remain in full force and effect until such time as a new Agreement has been negotiated and the procedures will have been followed and completed as per the Canada Labour Code.

IN WITNESS WHEREOF, the parties hereto have hereunto caused the agreement to be executed by their officers and representatives thereunto duly authorized the date and year first above written.

BRINK'S CANADA LIMITED

**INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS', CHAUFFEURS,
WAREHOUSEMEN AND
HELPERS, TEAMSTERS
LOCAL UNION 927**



Lance King, Director Labour
& Employee Relations

Derek Doiron – Business Agent



Brian Ross, Regional Manager
Eastern Canada

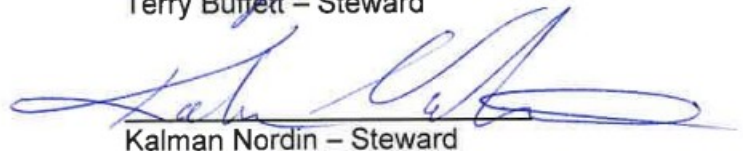
Kevin Conway – Business Agent



Dan Slaunwhite – Chief Steward



Terry Buffett – Steward



Kalman Nordin – Steward

Letter of Understanding NO. 1

Between

**Brink's Canada Limited (the "Employer")
and
Teamsters Local 927 (the "Union")**

Re: Part-time Package

WHEREAS the Parties discussed part time employees during negotiations.

Now therefore the Parties agree to the following:

- 1. PT rates to move closer to FT rate with additional increases as follows:**

YR 1 [and-in retro] \$.45, YR 2 \$.45, YR 3 \$.45, Y 4 \$.45, Y 5 \$.45

- 2. Additional Wages – Hours worked and availability**

Upon ratification, part-time employees who work 100 hours or more in a one month period or a part time employee who makes themselves available for 12 scheduled shifts per month as shown on the weekly schedule which includes 02 shifts that are weekends will receive an additional \$1.75 /hour worked. This will be paid no later than the first full pay week following the month in which the hours were worked. Availability sheets will be stored at the branch.

- 3. Overtime – Part-time employees receive overtime after the scheduled shift where the shift is greater than 8 hours. The scheduled shifts must be generally reflective of the amount of time required to perform the work. For example the Employer will not schedule a part-time shift for 12 hours when there is only 9 hours of work on the run.**

Health & Welfare Benefits

- 4. Benefit Criteria - Part-time employees who work 600 hours in a 6 month period (6 month periods: Jan 1 to June 30 OR July 1 to Dec 31) or part-time employee who makes themselves available for 12 scheduled shifts as shown on the weekly schedule during the 6 months including at least 2 shifts that are weekends will also qualify (72 shifts total availability 12 of which are weekend shifts). Availability sheets will be stored at the branch.**
- 5. Benefit Options - Employees meeting one of the above criteria, subject to benefit plan eligibility, will be given the option to be enrolled in benefits excluding short term and long-term disability for the next 6 months of active employment. The Employer will pay a minimum of half the cost of benefit coverage, the employee will be responsible for the remainder of coverage to the maximums set out herein. Once enrolled employee will be responsible for the premiums for the entire six months. During the term of this agreement the employee co-pay amount shall be capped at \$40/bi-weekly pay (family coverage) and \$ 15/bi-weekly pay (single coverage).**
- 6. At the end of the 6 months, qualifying employees will be emailed the benefit options package within 1 week and will be given 1 week to complete and return the benefits packages. Employees who requalify will be automatically reenrolled in coverage without a lapse. Coverage from the previous 6 month period will continue during the option selection period.**
 - o Note: the Employer may require either post-dated cheques and/or pre-authorized debit**

information to facilitate the payment of the employee share.

7. Full-time employees who drop to part-time will be given the option to join the part-time benefit plan on the first of the month following their change of status until the end of the applicable 6 month period thereafter they must requalify. For the first requalification hours and availability needed will be calculated on prorated basis.



**Lance King, Director Labour
& Employee Relations
Brink's Canada Ltd.**



**Derek Doiron – Business Agent
Local 927, Teamsters**



**Kevin Conway – Business Agent
Local 927, Teamsters**

LETTER OF UNDERSTANDING NO. 2

BETWEEN

BRINK'S CANADA LIMITED
And
GENERAL TEAMSTERS LOCAL UNION NO. 927

Medical Absence/ Return to Work

The Employer, the Employee, and the Union ("the Parties"), acknowledge and commit to their roles in the duty to accommodate for disability as required by applicable law.

The Employer accepts the responsibility to ensure that employees who are disabled due to injury or illness are afforded an opportunity to participate in a workplace accommodation process.

The Parties acknowledge that in order to carry out this duty, that the Employer must be aware of an employee's injury or illness and must be provided with supporting medical documentation containing specific restrictions associated with the injury or illness.

Therefore the Parties agree to the following:

(a) Reporting to Employer

Employees must report immediately all work related injury or illness and a non-work related injury or illness that may affect his or her ability to carry out his or her duties or regularly attend work. Employees must complete and submit (or have a Health Care Practitioner complete or submit) the required forms as soon as reasonably practicable. The employer will pay the cost for the completion of the required forms. The Employer shall provide the employee with a copy of the completed documentation upon submission.

(b) Return to Work

Upon receipt of the documentation referred to above, the Employer will attempt to provide suitable duties for an employee in accordance with relevant law and based on the restrictions/limitations provided by the Health Care Practitioner. The local Union Chairperson, or designate, will be informed in a timely manner of all offers of modified work and encourage their members to participate in all suitable offers of accommodation.

Suitable duties, include but are not limited to, post-injury work that is safe, productive, consistent with the worker's abilities/restrictions, and works towards returning an employee to his or her pre-injury duties as soon as possible. Suitable duties are subject to ongoing review in accordance with the rehabilitation process, work availability, medically supported requirements, and further requests for medical documentation.

Agreed this 15th day of **September, 2023** in Halifax, Nova Scotia.



**Lance King, Director Labour
& Employee Relations
Brink's Canada Ltd.**



**Derek Doiron – Business Agent
Local 927, Teamsters**



**Kevin Conway – Business Agent
Local 927, Teamsters**

LETTER OF UNDERSTANDING NO. 3

BETWEEN

BRINK'S CANADA LIMITED
And

GENERAL TEAMSTERS LOCAL UNION NO. 927

RE: PART TIME SENIORITY

Now therefore the Parties agree as follows:

- (1) Effective upon ratification, part-time seniority will accumulate based on total hours worked within the bargaining unit;
- (2) For current part-time employees, their seniority will be converted on the basis of the following:

Total Years of part-time seniority as of ratification date X 1800.

PT Seniority Date	Total Years of Service on Ratification Date	Converted Seniority as of Ratification Date	Hours Worked Post ratification	New Total Hours for Part Time Seniority
September 1, 2000	18.0	$18.0 \times 1800 = 32,400$	500	32,900 hours

- (3) The part-time seniority list will be updated and posted with the bids.
- (4) Full time employees who obtain part time status under Article 6.06 (c) or (d) will have their seniority converted in accordance with the calculations set out therein.

Agreed this 15th day of **September, 2023** in Halifax, Nova Scotia.



**Lance King, Director Labour
& Employee Relations
Brink's Canada Ltd.**



**Derek Doiron – Business Agent
Local 927, Teamsters**



**Kevin Conway – Business Agent
Local 927, Teamsters**

LETTER OF UNDERSTANDING NO. 4
BETWEEN

BRINK'S CANADA LIMITED

And

GENERAL TEAMSTERS LOCAL UNION NO. 927

RE: JOINT ACTION COMMITTEE

The Company and the Union agree to establish a Joint Action Committee (Labour Management Committee) to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to discuss issues of run efficiencies, customer concerns and other areas of mutual interest. It is understood that this committee will not discuss issues being handled in the grievance procedure or those being the jurisdiction of the Health and Safety Committee.

The Joint Action Committee will review existing runs to consider if work can be reasonably structured to create forty (40) hour blocks of full time work in a single division, subject to run efficiency, customer needs and security being met. To achieve this, the committee shall be provided with meaningful information to complete the task and shall consider the possibility of consolidation of runs or other changes.

When it can be demonstrated that an additional forty (40) hour block of work is regularly available exclusive of relief for employees absent, on vacation, emergency relief and holidays, then the committee will recommend an additional block of work may be created and offered to employees in a single division for reclassification to full time and to part time employees for reclassification to full time.

The Joint Action Committee will meet 3 times per year prior to the bid, or on request if there has been a significant change in work volumes. The Joint Action Committee shall include local management and a Day and a Night designate of the Union. The Union will provide the Employer with the names of the designates at least one week in advance of the Joint Action Committee Meeting(s).

With respect to the Bids, the Joint Action Committee will meet the Employer at least seven (7) days prior to the bid being posted to jointly provide input for the bid. The Employer shall provide a general description of the work by run (Runs and projected times), seven (7) days in advance of the meeting to allow for an informed discussion. The Employer shall consider in good faith reasonable suggestions put forward by the Joint Action Committee, however, the Employer retains the right to determine the bid structure, subject to the requirements of the Collective Agreement.

With respect to work following holidays and as out lined in Article 2.06 of the Collective Agreement, the Joint Action Committee will discuss options and plan to reduce/limit the overtime hours by: spreading out the stops throughout the workweek and/or creating re-plot run(s) and/or staggering lieu service. The Employer shall consider in good faith suggestions put forward by the Joint Action Committee.

In the event there is a disagreement in the findings of the Joint Action Committee, the dispute may be submitted to the Grievance Procedure.

The parties agree to alternate the recording and production of minutes. Such minutes will be approved and signed by the respective representatives and posted in the workplace. Agreed this 15th day of **September, 2023** in Halifax, Nova Scotia.



**Lance King, Director Labour
& Employee Relations
Brink's Canada Ltd.**



**Kevin Conway – Business Agent
Local 927, Teamsters**



**Derek Doiron – Business Agent
Local 927, Teamsters**

LETTER OF UNDERSTANDING NO. 5
BETWEEN

BRINK'S CANADA LIMITED

And

GENERAL TEAMSTERS LOCAL UNION NO. 927

RE: Non-Traditional Work

WHEREAS during negotiations the Parties discussed challenges and opportunities associated with the traditional services provided by the Employer;

AND WHEREAS the Parties recognize the need for the business to explore new markets and opportunities in light of traditional industry trends;

Now therefore the Parties agree to the following:

1. In the event the Employer pursues a non-traditional market opportunity for work covered by the collective agreement that requires non-traditional crewing and/or new classifications in order to be competitive or viable, the Parties will meet to discuss appropriate staffing deployments;
2. The Employer agrees that, where it shall establish a new classification in accordance with this letter it will negotiate with the Union wage rates to be paid employees in such classifications.

Agreed this 15th day of September, 2023 in Halifax, Nova Scotia.



Lance King, Director Labour
& Employee Relations
Brink's Canada Ltd.



Derek Doiron – Business Agent
Local 927, Teamsters



Kevin Conway – Business Agent
Local 927, Teamsters

LETTER OF UNDERSTANDING NO. 6

BETWEEN

BRINK'S CANADA LIMITED

And

GENERAL TEAMSTERS LOCAL UNION NO. 927

RE: Amendment of Section 182.1 of the Canada Labour Code (the "Code")

WHEREAS there are amendments to the Code that are not in force but may become binding law before the expiry of the collective agreement;

AND WHEREAS the Parties are currently negotiating monetary and other changes to the collective agreement and are uncertain of the extent of the impact of the Code amendments;

AND WHEREAS the Parties recognize that full-time employees who regularly perform a route or a type of work become efficient at the work/route performed and often develop cross-functional skills;

AND WHEREAS the Parties recognize that full-time employees have commitment and responsibility to be available and work scheduled shifts that other employees do not;

AND WHEREAS the Parties recognize that there are some arguable exceptions to this anticipated new section of the Code in place in the workplace:

Now therefore the Parties agree as follows:

- (1) In the event section 182.1 of the Code comes into effect during the collective agreement and the collective agreement is found to contravene section 182.1 of the Code, the Parties will meet to discuss implementing a system of pay based on: seniority, merit, work quantity or quality and/or other prescribed considerations to ensure compliance with the legislation.


Agreed this 15th day of September, 2023 in Halifax, Nova Scotia.



**Lance King, Director Labour
& Employee Relations
Brink's Canada Ltd.**



**Kevin Conway – Business Agent
Local 927, Teamsters**



**Derek Doiron – Business Agent
Local 927, Teamsters**